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JUL 3 1944
CHARLES ELMORE CROPLEY

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1944

No. 217

RALPH KOPELOVE AND RALPH SCHEAR,
Petitioners,

vs.

JOE SHERMAN, MAX ROBINSON AND S. H. ROBINSON & CO.

PETITION FOR WRIT OF CERTIORARI TO THE SUPREME COURT OF THE STATE OF TENNESSEE AND BRIEF IN SUPPORT THEREOF.

WILBUR W. PIPER,
Counsel for Petitioners.

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JOE SHERMAN, MAX ROBINSON AND S. H. ROBINSON & CO.

PETITION FOR WRIT OF CERTIORARI.

To the Honorable the Supreme Court of the United States:

I.

Your Petitioners, Ralph Kopelove and Ralph Schear, respectfully pray for a writ of certiorari herein to review a certain final decision of the Supreme Court of the State of Tennessee, being the highest court of the State, in the above entitled action, the opinion of said Court having been rendered and filed on January 8, 1944, order affirming and remanding the cause being filed February 5, 1944, petition for rehearing being filed January 18, 1944, within the time allowed by the rules of the Supreme Court of Tennessee, and said petition for rehearing, after being considered by the Supreme Court of Tennessee, was denied by

opinion filed March 4, 1944, and order entered in accordance with said opinion on March 7, 1944. This petition for certiorari, together with certified transcript of the record, are herewith filed in this Court, being within three months after denial of the petition for rehearing by the Supreme Court of Tennessee.

Summary Statement of Matters Involved.

(*a*) *The Pleadings.*

This was a suit in equity brought in the Chancery Court of Knox County, Tennessee, by Joe Sherman, a respondent, against Ralph Kopelove, a petitioner, and Max Robinson, as garnishee defendant, suit being filed November 7, 1942.

Sherman's suit claimed Ralph Kopelove, a non resident of Tennessee and a resident of Ohio, was indebted to him in the sum of $2650.00, $400.00 being salary for eight weeks from December, 1940, to February, 1941, when Sherman was employed by Kopelove, and $2250.00 being claimed as Sherman's one-half share of $4500.00 paid by defendant Max Robinson to Ralph Kopelove, as a member of the partnership composed of Sherman and Kopelove, known as Southern Materials Company, which operated at Lenoir City, Tennessee, reclaiming iron from a dump of Lenoir Car Works, Max Robinson having purchased from the partnership a release of a contract between them with Lenoir Car Works, so Robinson could make a new contract with the Car Works; the consideration of Robinson to the partners being the execution of a *note* for $4500.00, without interest, payable $500.00 per month; that Robinson had already paid defendant Kopelove $2000.00, $2500.00 remaining due, $500.00 being then due as of November 1st, 1942; that the note was made by Robinson payable to Kopelove; that Kopelove had failed and refused to pay

Sherman his one-half of the sale price already paid and Sherman asked for an attachment by garnishment to prevent Robinson from paying Kopelove the balance due. It was averred that complainant was entitled to an attachment by garnishment against Robinson, so Robinson might answer what he owed Kopelove, and that Robinson be enjoined from paying Kopelove the balance unpaid "on said note to the said Ralph Kopelove, doing business as Kopelove Iron and Metal Co.," pending settlement of this litigation, and it was averred that Sherman was entitled to an attachment against Kopelove, a non resident of Tennessee and a resident of Ohio.

The prayer asked for process to be served on Robinson, that publication be made for Kopelove, that Robinson be required to answer on oath whether he is, or was at the time of the garnishment, indebted to the defendant by note; if so, how and for what amount, etc.; the second prayer being that the effects, notes and debts in the hands of the garnishee in the name of Kopelove, be attached; there was a prayer for an injunction restraining Robinson from paying Kopelove; a prayer for a judgment of $2500.00, the amount owing by Robinson to Kopelove, and for $2650.00 if Kopelove entered his personal appearance (R. 1-5).

The Chancellor granted a fiat for writs of injunction and attachment (R. 5); subpoena to answer issued and was served on Max Robinson November 7, 1942; injunction was issued restraining Robinson from paying the debt mentioned in the original bill, etc., executed Nov. 7, 1942, and attachment issued, and the officer's return shows that it was not executed, and no writ of garnishment was ever issued or returned by the officer to the writ of attachment (R. 8-9). Non resident attachment notice was published, this publication notice not reciting the attachment of any property or execution of garnishment

(R. 9-10). This attachment notice merely recites that it appears from the original attachment bill that Ralph Kopelove was indebted to Sherman and was a non resident of Tennessee, and he was cited to appear on or before the third Monday of December next.

There were no further proceedings in the case until the amended and supplemental bill was filed by Sherman on March 1, 1943, neither Kopelove nor Robinson, the garnishee, answering or entering their appearance. The amended and supplemental bill referred to the averments of the original bill and that Robinson was indebted by note to Kopelove in the sum of $2500.00; and then recited that, when the original bill was filed, Sherman's counsel wrote Kopelove at Dayton, Ohio, advising him suit had been brought; that Kopelove and Schear and their attorney came to Knoxville Nov. 17, 1942, and stayed a few days; that Sherman was absent and the Ohio men communicated with Robinson for the purpose of making a settlement of the litigation, and none of them claimed the note was not still in the possession of Kopelove; that Kopelove did cheat Sherman out of his proper portion of the note and fraudulently attempted to transfer the note to Schear; that Schear had no interest in the note and his claim was to defeat Sherman's rights; that Schear, Kopelove and their attorney returned to Ohio and that Schear entered a confessed judgment against Max Robinson and S. H. Robinson & Co. as makers of the note for the sum of $2500.00 on November 20, 1942; and since then Schear has filed suit in the Second Circuit Court of Knox County, Tennessee, against Max Robinson and S. H. Robinson & Co., upon the confessed judgment in the Ohio Court upon the note. It was averred that Kopelove was taking an unfair advantage at law by making a Court of law an instrument of injustice and permitting Schear to obtain judgment contrary to equity, and that Sherman was entitled

to file his amended and supplemental bill and add as parties Ralph Schear and S. H. Robinson & Co., it appearing that S. H. Robinson & Co. was also a maker of said note with Max Robinson, it being averred that Sherman had a right to file this supplemental bill to enjoin further prosecution of the suit by Ralph Schear against the Robinsons in the Second Circuit Court of Knox County, Tennessee, to the end that all proceedings with reference to the note and the title thereto might be settled in one Court; that Ralph Schear was not the owner of the note, but it was the property of Kopelove. Process was asked for Ralph Schear, it being averred he had entered his appearance in the State of Tennessee, and also for S. H. Robinson & Company, requiring both to answer, S. H. Robinson & Co. along with Max Robinson, to answer what they were indebted to Ralph Kopelove; that an injunction be issued against Schear and be served upon his attorney in the Circuit Court suit and that Schear prosecute his suit in the Chancery Court to prevent a multiplicity of suits. There was a further prayer for the same relief sought by the fourth prayer of the original bill, and it was prayed that Robinson and his company be enjoined from paying to Kopelove or Schear moneys due on said note or notes, and that the Robinsons be required to pay said notes into the registry of the Court, pending final hearing (R. 10-16).

The Chancellor's fiat directed the issuance of writs of injunction and attachment as prayed in the amended and supplemental bill (R. 16); subpoena to answer issued March 1st for Ralph Schear and S. H. Robinson & Co., requiring them to appear the third Monday in March and it was served by the sheriff with a special return that search was made and the defendant Ralph Schear was not to be found in the Sheriff's County, was reported to be a resident of Ohio, and that "at the request of complainant's solicitor, I read the summons to Wilbur W. Piper

as attorney for Ralph Schear, said Piper objected to the attempt to serve Ralph Schear by reading the summons to him and I accordingly left a copy of the summons with said Wilbur W. Piper", service being had March 10, 1943. Injunction issued March 1st and was served March 10th, with the same return as the attempted service on Schear by reading the injunction to his attorney. Attachment issued March 1st, and there is no return showing its service by the sheriff, there being a recital "executed as commanded by serving garnishment on S. H. Robinson. This Mar. 1, 1943," with no signature of the officer following this recital (R. 20).

There was no order made directing publication of a non resident notice, and no publication of non resident notice made at all, none being found in the record.

On March 10, 1943, Max Robinson and S. H. Robinson & Co. filed answer and cross bill, it being stated therein that S. H. Robinson & Co., Inc., made a brokerage contract with Sherman and Kopelove as partners, to finance them as such, copy of such contract being filed; that about May 25, 1942, the partnership transferred to Max Robinson the contract of partnership with Lenoir Car Works, and defendants (Robinson and S. H. Robinson & Co.) agreed to pay the partnership $4500.00, and the partnership released its claim to the Lenoir Car Works contract, the final details being handled in Dayton, Ohio, between Max Robinson and Ralph Kopelove, in the presence of Ralph Schear and the attorney for Kopelove, when Max Robinson and S. H. Robinson & Co., Inc., executed the note for $4500.00, payable $500.00 each month commencing July 1st, 1942, *to the order of Ralph Kopelove*, which note represented the purchase price of the contract signed by the partnership to the Robinsons; that thereafter they paid $500.00 monthly on the note by checks payable to Kopelove Iron & Metal Co., until suit was brought in No-

vember, 1942, enjoining them from making further payments to Kopelove, because Sherman had not received his part of the purchase price. It was stated that no one had told them that anyone other than the payee was entitled to receive the payments; that about ten days after the suit was brought, Kopelove, Schear and his attorney came to defendant company and requested payment of the note to Kopelove, it being represented that, if they paid the note, Kopelove would satisfy Sherman; that Robinson advised that he had been enjoined; it was admitted that $2500.00 was due on the note and the Robinsons were ready and willing to pay the same to whomsoever the same was due.

The answer passed to a cross bill in the nature of an interpleader, it being stated that, immediately after the conference between the Robinsons and Kopelove and Schear on Nov. 20, 1942, Schear filed suit in the Court of Common Pleas of Montgomery County, Ohio, on the note and obtained judgment by confession against cross complainants for $2500.00, that they were not notified that Schear claimed to own the note, nor of said suit; that subsequently, on January 5, 1943, Ralph Schear, acting through his attorney, Wilbur W. Piper, a solicitor at this bar, sued them in Second Circuit Court of Knox County, setting up the Ohio judgment and in the second count sued upon the note, a certified copy of the proceeding in the Ohio Court being attached to the declaration; that to date there had been nothing done but filing of the declaration. They asked that the original note sued on in the Circuit Court be produced and exhibited. They averred no interest in the controversy between Kopelove, Sherman and Schear, and because they were enjoined in that suit and pursued in Second Circuit Court, that the situation entitled them to interplead, and pay the money into Court, so that the parties entitled thereto might receive the same, their interest being that, prior to the disbursement of the fund, their note,

properly cancelled and marked paid, be surrendered and the purported judgment in Ohio, and in the Circuit Court of Knox County, be satisfied.

The prayer asked that Ralph Schear be interpleaded by proper process served upon his attorney of record, Wilbur W. Piper, and likewise be enjoined from prosecuting the Second Circuit Court suit further than to judgment, and be required to come into this Court and cause and establish his claim and answer the cross bill. Process as to Sherman and Kopelove was not asked, but it was prayed that they be required to come into the Court and cause and make answer to the cross bill and that complainant and cross defendants be required to interplead to settle the rights to the funds paid into the Court, and the Robinsons be discharged of all liability and recover costs with a perpetual injunction (R. 20-26).

The Chancellor's fiat directed the issuance of the injunction as prayed for and also an injunction against the Clerk of the Circuit Court of Knox County, from issuing execution (R. 26).

Subpoena to answer issued March 10, 1943 and the return as to Ralph Schear is similar to that on the subpoena to answer to the amended and supplemental bill. Injunction issued March 19, with a similar return as to service on Ralph Schear, by reading the injunction to his attorney.

There was no process issued for Sherman or Kopelove, none appearing in the record.

The injunction included Jessie Marie Miller, Circuit Court Clerk, and enjoined her from issuing execution, and on April 6, 1943, the Clerk filed an answer and attached thereto certified copy of a final decree obtained in the suit of *Ralph Schear* v. *S. H. Robinson & Co.* and *Max Robinson*, Rule Docket 11136, entered March 8, 1943, this judgment being found in the record, pp. 35-36, and shows judgment for Ralph Schear against S. H. Robinson & Co. and Max

Robinson upon the Ohio judgment in the total sum of $2558.37. The answer contends that the proceedings in the suit showed no jurisdiction had been obtained of Kopelove and Schear, and that the suit for interpleader should not be entertained because the Court had no jurisdiction of either Schear or Kopelove (R. 31-34).

By order entered May 17, 1943, motion of the Robinsons to strike the Clerk's answer was sustained, because she was not a party defendant.

A second amended and supplemental bill was filed by Sherman April 8, 1943, reference being made therein to previous proceedings and the filing of cross bill by the Robinsons and payment of money into court, and it was stated that, the money being in Court, it was proper at this time for Sherman to come into Court, and pray that the money be held for further orders of the Court, and, if proper, that another attachment issue to be levied on the individual interests of the debtor in said fund, and that, because of the suit of Schear against the Robinsons, the claim of Schear and Kopelove should be inquired into, to the end that the interests of Kopelove and complainant in the note be ascertained and the money subjected to the payment of Sherman's demand; that, as a further ground of attachment, in favor of Sherman, that the subject matter of the suit, the money attached was impounded in Court and the necessity for formal attachment dispensed with; but to save the question, if the need arose, that an attachment be levied on the fund insofar as the defendant Ralph Schear was concerned, in order that his rights and liabilities as between himself and Kopelove be ascertained by the Court, it being averred that Schear's rights were subordinate to those of Sherman. The prayer asked permission to file a second amended and supplemental bill and the "defendants" and each of them be required to appear and answer; that the matters between Schear, Kope-

love and Sherman be settled and the interests of Kopelove in the note be ascertained and appropriated to the satisfaction of Sherman's debt; that the fund be held subject to the further orders of the Court and that, on the levy of attachment, further publication be made to notify Schear and Kopelove to appear and answer the bill. There was no prayer for judgment against Schear, but a prayer that his rights be adjudicated (R. 39-43).

The Chancellor's fiat directed the issuance of a writ of attachment as prayed for, and that the Clerk & Master hold the funds impounded in Court and attach the same in his hands and upon said attachment make publication as to the non resident defendants Schear and Kopelove, "as provided by law in attachment cases" (R. 43).

Non resident attachment notice was published, but there is no statement therein that any funds or assets of Schear and Kopelove were attached and that they were required to appear by reason of an attachment (R. 43-44).

Order pro confesso was entered June 14, 1943, on motion of Max Robinson and S. H. Robinson & Co., Inc., against Ralph Schear and Ralph Kopelove, because they were in Court by publication duly made (R. 48); order pro confesso entered June 19, 1943, on motion of Sherman against Kopelove and Schear because publication had been duly made for them on the original bill and the amended and supplemental bills (R. 49).

Final Decree was entered June 26, 1943, reciting the case was heard on the original bill, the amended and supplemental bills, answer and cross bill of the Robinsons, the answer of the Circuit Court Clerk, the answer of Joe Sherman to the cross bill, military affidavit filed by Sherman, pro confesso taken and depositions of witnesses and the entire record, from all of which the court found that Kopelove and Schear were duly in Court by publication heretofore made concerning the fund deposited in the

Registry of the court and that they had also been duly informed of the pendency of the action by service of process upon Wilbur W. Piper, solicitor of record for defendant Schear in the *Circuit Court* case. The Court found that the facts charged by Sherman in the original bill, as amended and supplemented, were sustained; that Kopelove was indebted to Sherman for $2650.00, because of their partnership affairs, Sherman being entitled to one-half of the $4500.00 note and $400.00 represented by salary; that $2500.00 was owing on the note; that the bill of interpleader was properly filed and sustained and the rights of the parties transferred to the fund and the Court further found that Kopelove and Schear entered into a conspiracy to defraud Sherman out of money due on the note; that Schear had no interest in the note and, if it was ever transferred to him, it was with full knowledge of the equities of Sherman and Schear was not an innocent holder for value. The Court thereupon found that the purported confessed judgment dated Nov. 20, 1942, at Dayton, Ohio, in favor of Ralph Schear against Max Robinson and S. H. Robinson & Co. was but part of the fraudulent scheme and conspiracy and that said judgment was fraudulent and void as to Max Robinson and S. H. Robinson & Co. The Court further found as to the Second Circuit Court suit, that Kopelove and Schear were attempting to obtain an unfair advantage at law against the Robinsons and it was therefore ordered and decreed that Schear be permanently enjoined from prosecuting the Second Circuit Court suit and Kopelove and Schear be perpetually enjoined from prosecuting any similar suit against the Robinsons in any court.

The Court found that, the fund being in Court *Morrow* vs. *Fossick,* 71 Tenn., 129, controlled and the attachment under the last amended bill was sustained. Judgment for Sherman against Kopelove for $2650.00 was entered, and the $2500.00 in Court was ordered subjected to the satisfac-

tion thereof, less the costs, less a fee allowed the Robinsons' solicitor, and the fund used to discharge the costs of this case and the Circuit Court suit, the solicitor of Robinson being awarded a $250.00 fee and the balance ordered paid to Sherman's solicitors.

Further prosecution of the Second Circuit Court suit having been permanently enjoined, the Circuit Court Clerk was directed to note upon the execution docket, opposite the entry of said judgment, that issuance of execution upon the judgment had been permanently enjoined in the Chancery Court. The liability of the Robinsons on the note was likewise fully and finally discharged (R. 69-73).

Later, on motion of Sherman, an order was entered July 27, 1943, directing the Clerk & Master to comply with the final decree, more than thirty days having elapsed, and to make disbursements as provided by the final decree (R. 73-74).

Neither Kopelove nor Sherman entered any appearance in the aforesaid cause and a certified copy of the record in the Chancery Court was filed in the Supreme Court of Tennessee at Knoxville September 10, 1943, for writ of error.

(*b*) *In the Supreme Court of Tennessee.*

The record having been filed for writ of error, separate assignments of error and brief in support thereof, were filed by petitioners on September 10, 1943 (R. 79, 99), reply briefs being filed by Max Robinson and S. H. Robinson & Co., Inc. (R. 106), reply brief filed by Joe Sherman October 16, 1943 (R. 115) combined rejoinder brief filed by Kopelove and Schear to the foregoing replies (R. 139).

Further proceedings were had as heretofore stated.

II.

Jurisdictional Statement.

1. The jurisdiction of this Court is based upon U. S. Code Title 28, Sec. 344(b) (Judicial Code Sec. 237 amended).

The decision of the Supreme Court of Tennessee becoming final by the opinion, denying petition to rehear, filed March 7, 1944, and by order entered March 4, 1944, this petition, with certified transcript of the record, is filed in this Court within three months after said decree became final.

2. The Supreme Court of Tennessee, by its opinion and affirmance of the proceedings of the Chancery Court of Knox County, Tennessee, deprived petitioners of their property without due process of law, in violation of Sec. 1 of the 14th Amendment to the Constitution of the United States, in that the Chancery Court had no jurisdiction of petitioners, because the procedure proscribed by the statutes of Tennessee regulating attachment by garnishment was not followed in any particular and petitioners were never brought before the Court by lawful service of process and never entered their appearance, and both petitioners, by their respective assignments of error, pointed out the many imperfections in the procedure in the various attempts by both Sherman and the Robinsons to obtain jurisdiction of petitioners.

Petitioner Schear, in addition to invoking the 14th amendment to the Constitution of the United States by proper assignments of error in the Supreme Court of Tennessee, likewise invoked Article 4, section 1 of the Constitution of the United States, that the Chancery Court failed to give full faith and credit to the judicial proceedings of the State of Ohio, granting him a judgment in the Court of Common Pleas of Montgomery County, Ohio,

against Max Robinson and S. H. Robinson & Co., in that the Chancery Court invalidated such judgment without having personal jurisdiction of petitioner Schear.

Petitioner Schear was likewise denied due process of law under the 14th amendment, in that the Chancery Court entered a decree *in personam* as to him, without having jurisdiction of him. The Supreme Court of Tennessee, by its failure to reverse the Chancery Court and dismiss the suit there and void its decree, denied petitioners' rights, privileges and immunities, claimed by them under the Constitution of the United States.

3. The question presented is substantial, because—

(a) The decree of the Chancery Court of Knox County, in the original attachment suit, was rendered without any compliance with the statutes regulating attachment by garnishment, and resulted in a judgment against petitioner Kopelove when no *res* belonging to him was impounded in the cause;

(b) In addition to rendering judgment against petitioner Kopelove in the Chancery decree, the Court acted *in personam* against petitioner Schear by invalidating the judgment rendered in his favor in the Court of Common Pleas of Montgomery County, Ohio against Max Robinson and S. H. Robinson & Co., invalidated a judgment obtained by petitioner Schear in the Second Circuit Court of Knox County, Tennessee, taken upon default against the Robinsons, in the enforcement of the judgment obtained in Ohio, and by a permanent injunction prevented the collection by petitioner Schear of his judgment in Second Circuit Court of Knox County, Tennessee, when neither respondent Sherman nor respondents Robinson obtained jurisdiction of such petitioner by service of process.

(c) The interpleader attempted by the Robinsons in their cross bill was sustained as to both petitioners, Kopelove and Schear, when neither were before the Court by proper service of process.

The opinion of the Supreme Court of Tennessee contradicts the holdings of this Court and the holdings of previous opinions of the Supreme Court of Tennessee, and if the published opinion of the Supreme Court of Tennessee is unchallenged and is followed hereafter by the Courts of Tennessee, litigants in future cases will be deprived of property without due process of law and full faith and credit in the judgments of courts of other states will be impaired.

III.

The Questions Presented.

1. Can Sherman recover a judgment against Kopelove by an attempted attachment by garnishment against the makers of a negotiable note executed in Ohio, without proper execution of attachment by service of writ of garnishment against the resident makers? And, failing to obtain service by such garnishment writ, and the garnishees not being before the Court, voluntarily interpleading by answer and depositing the amount of their indebtedness in the registry of the Court, thus constituting a *res* which could be reached by another attachment granted by fiat of the Court, and without proper publication of non resident notice?

2. Can the makers of a negotiable note, without being properly served with garnishment writ, in an attachment suit, voluntarily file answer, coupled with interpleader, and bring before the Court a non resident of Tennessee, without service of process on such non resident, when the interpleaders are not disinterested and do not bring before the Court all the parties making diverse claims against them?

IV.

Reasons Relied On for Allowance of Writ of Certiorari.

The Supreme Court of Tennessee has, by its opinion, overruled and by-passed decisions of this Court, beginning with—

Pennoyer v. *Neff*, 95 U. S. 714, 24 L. Ed. 565;
Cooper v. *Reynolds*, 77 U. S. 308, 19 L. Ed. 931;
Chicago &c. v. *Sturm*, 174 U. S. 710, 43 L. Ed. 1144;
Baker v. *Baker*, 242 U. S. 394, 61 L. Ed. 386;
Harris v. *Balk*, 198 U. S. 215, 49 L. Ed. 1023;
Bank of Jasper v. *1st Nat'l Bank*, 258 U. S. 112, 66 L. Ed. 490;
McDonald v. *Mabee*, 243 U. S. 90, 61 L. Ed. 608;
Baldwin v. *Iowa State Traveling Men's Asso.*, 283 U. S. 522, 75 L. Ed. 1245;
New York Life Ins. Co. v. *Dunlevy*, 241 U. S. 518, 60 L. Ed. 1140;
Sanders v. *Armour Fertilizer Works*, 292 U. S. 190, 78 L. Ed. 1206.

By approving *Morrow* v. *Fossick*, 71 Tenn. (3 Lea) 128, the Supreme Court of Tennessee overrules *Sanders* v. *Armour Fertilizer Works*, 292 U. S. 190, 78 L. Ed. 1206, wherein this Court held that an insurance company sued as a garnishee in Illinois could not interplead the Illinois complainant into the District Court of Texas, so as to deprive the Illinois court of the right to proceed in an attachment first instituted there, and that the depositing of money with the interpleader in the U. S. District Court did not destroy the lien obtained under the attachment proceeding in Illinois and did not constitute a *res* giving the Texas court jurisdiction. Likewise the approval of *Morrow* v. *Fossick* overrules *New York Life Insurance Co.* v. *Dunlevy*, 241 U. S. 518, 60 L. Ed. 1140.

Wherefore your petitioners pray that writ of certiorari issue under the seal of this Court, directed to the Supreme Court of Tennessee, commanding said Court to certify and send to this Court a full and complete transcript of the record and proceedings of said Supreme Court of Tennessee, had in the cause numbered and entitled on its docket, *Joe Sherman* v. *Ralph Kopelove, et al.*, Chancery Cause No. 8, from Knox County, at the September Term, 1943, to the end that this cause may be reviewed and determined by this Court, as provided by the Statutes of the United States, and the judgment thereon of said Supreme Court of Tennessee be reversed by this Court, and for such further relief as to this Court may seem proper.

RALPH KOPELOVE,
RALPH SCHEAR,
By WILLIAM W. PIPER,
Attorney for Ralph Kopelove
and Ralph Schear.